IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 392 OF 2001
IN
EXECUTION APPLICATION NO. 151 OF 2001
IN
SUMMARY SUIT NO. 2033 OF 1995

Manoj Impex Combine. ...Plaintiffs.

V/s.

Quest Rubber Plast (India) Pvt.Ltd. ... Defendants.

And

Pravinchand Anandji Shah & Anr. ... Respondents.

Mr. Manoj Shah, Proprietor of the Plaintiff present in-person.
Mr. Ashokkumar B. Rastogi for the Defendant/Respondents.

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CORAM : S.C. DHARMADHIKARI,J.

24TH NOVEMBER 2008.

P.C. :

. No R & P.

2. This is a Chamber Summons which is pending in this Court. The Chamber Summons is in execution. The Execution Application is moved to execute the decree in the above Summary Suit.

3. The consent terms were filed in the Summary Suit on 3rd April 2001. These are the consent terms which were filed in the execution proceedings that is in the instant

Chamber Summons. The Judgment Debtors were given six years time to pay the sum of Rs.50,00,000/-. That sum is still not paid and the Defendants are seeking further extension of five years.

4. On the last occasion, when this matter was placed before the Court, the Plaintiffs as well as the Defendants were directed to remain present.

5. Accordingly, the Plaintiff Mr. Manoj Shah, who is the proprietor of the Plaintiff is present in Court. Mr. Pravinchand Anandji Shah and Deepak Pravinchand Shah, who are Respondent Nos. 1 and 2 are also present in Court. They are the Directors of the Defendants. The Respondents have given their personal undertaking to this Court. The undertaking is signed by Respondents 1 and 2 after they were fully explained the implications and consequences flowing from breach and violation thereof. They are aware that violation of the undertaking given to this Court is a Civil Contempt and they will have to suffer the consequences in that behalf. The Defendants are the Judgment Debtors.

5. The time is sought to be extended by a further period of five years from 24th November 2008. It shall stand extended to 24th November 2013. The Plaintiff is present and states that he is ready and agreeable to this extension.

6. Both sides are not related to each other but the liability has been incurred during the course of business. In the light of the financial position and considering the age of the First Respondent, who is taking over the responsibilities of his son that in the facts peculiar to this case, the undertaking signed by the Defendants, Respondent Nos.1 and 2 is taken on record. All statements therein are accepted. Any breach or violation of this undertaking would result in not only the decree being executed forthwith but even the Respondents facing contempt action.

7. The undertakings are accepted.

8. The additional consent terms recording the handing over all post dated cheques which is signed by the Decree Holder and the Judgment Debtor so also their Advocates is taken on record and marked 'X' for identification. In addition to the Respondents facing criminal action for dishonour of the cheques, they will also be liable to pay further sums in execution as directed by this Court. The Respondents are also going to be held liable for contempt of this Court, in addition to the Civil and Criminal consequences flowing from breach of the consent terms and the undertaking. The additional consent terms are taken on record and marked 'X' for identification. The

undertaking is taken on record and marked ‘X-1’ for identification.

9. The Chamber Summons is disposed of accordingly.

This order is passed in the presence of the parties.

(S.C. DHARMADHIKARI,J.)